

Counterpart

9. NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**OIL, GAS AND MINERAL LEASE  
(No Surface Use)**

THIS AGREEMENT is made on this 23 day of October, 2008, between 3201 E. PARK ROW LIMITED PARTNERSHIP, a Texas limited partnership, KALLAM PARK ROW, LLC, a Delaware limited liability company, BRAUBURGER PARK ROW, LLC, a Delaware limited liability company, and THAI PARK ROW, LLC, a Delaware limited liability company, the foregoing being collectively referred to hereafter as "Lessor", and MATADOR ENERGY COMPANY, LTD, a Texas limited partnership, ("Lessee").

WITNESSETH:

1. Lessor, in consideration of Ten and No/100 Dollars (\$10.00), in hand paid, of the royalties provided in this lease, and in consideration of the agreements of Lessee herein contained, hereby grants, leases, and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas, and all other minerals, conducting exploration, geologic and geophysical surveys by seismograph, core test, gravity and magnetic methods, injecting gas, water and all other fluids, and air into the subsurface strata, laying pipelines, building roads, tanks, power stations, telephone lines, and other structures thereon and on, over and across lands owned or claimed by Lessor adjacent or contiguous thereto, to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Tarrant County, Texas to-wit:

9.2976 acres, more or less, being all of Site 27, Great Southwest-South, Great Southwest Industrial District, an Addition to the City of Arlington, Tarrant County, Texas, according to the plat thereof recorded in Volume 388-47, Page 473, Plat Records of Tarrant County, Texas, and being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.

This lease also covers and includes all land owned or claimed by Lessor adjacent or contiguous to the land particularly described above, whether the same be in said survey or surveys or in adjacent surveys, although not included within the boundaries of the land particularly described above.

2. This is a paid up lease and subject to the other provisions herein contained, this lease shall be for a term of three (3) years from this date (called "primary term") and as long thereafter as oil, gas or other mineral is produced from said land or land with which said land is pooled hereunder.

3. As royalty, Lessee covenants and agrees: (a) to deliver at to the credit of Lessor, in the pipelines to which Lessee may connect its wells, the equal of a twenty-five percent (25%) part of all oil produced and saved by Lessee from said land, or from time to time, at the option of Lessee, to pay Lessor the average posted market price of such twenty-five percent (25%) part of such oil at the wells as of the day its run to the pipe line or storage tanks, Lessor's interest, in either case, to bear twenty-five percent (25%) of the cost of treating oil to render it marketable pipeline oil; (b) to pay Lessor for gas and casinghead gas produced from said land (1) when sold by Lessee, twenty-five percent (25%) of the amount realized by Lessee, computed at the mouth of the well, or (2) when used by Lessee off said land or in the manufacture of gasoline or other products, twenty-five percent (25%) of the amount realized from the sale of gasoline or other products extracted therefrom and twenty-five percent (25%) of the amount realized from the sale of residue gas after deducting the amount used for plant fuel and/or compression; (c) to pay Lessor on all other minerals mined and marketed or utilized by Lessee from said land, one-tenth either in kind or value at the well or mine at Lessee's election, except that on sulphur mined and marketed the royalty shall be one dollar (\$1.00) per long ton. If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable or producing oil or gas, and all such wells are shut-in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut-in, and thereafter this lease may be continued in force as if no shut-in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, Lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines,

separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to Lessee. If, at any time or times after the expiration of the primary term, all such wells are shut-in for a period of ninety consecutive days, and during such time there are no operations on said land, then at or before the expiration of said ninety day period, Lessee shall pay or tender, by check or draft of Lessee, as royalty, as sum equal to one dollar (\$1.00) for each acre of land then covered hereby. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties, which would be paid under this lease if the wells were producing, and may be deposited in the Bank at Lessor's address given above or its successors, which shall continue as the depositories, regardless of changes in the ownership of shut-in royalty. If at any time that Lessee pays or tenders shut-in royalty, two or more parties are, or claim to be, entitled to receive same, Lessee may, in lieu of any other method of payment herein provided, pay or tender shut-in royalty, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as Lessee may elect. Any payments hereunder may be made by check or draft of Lessee deposited in the mail of delivered to the party entitled to receive payments or to a depository bank provided for above on or before the last date for payment. Nothing herein shall impair Lessee's right to release as provided in paragraph 5 hereof. In the event as assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owners of this lease, severally as to acreage owned by each.

4. Lessee shall have the right but not the obligation to pool all or any part of the Leased Premises or interest therein with any other lands or interest as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems necessary or proper to do so in or to prudently develop or operate the Leased Premises, whether or not similar pooling authority exists with respect to such other lands or interests. The units formed by such pooling for an oil well which is not a horizontal completion shall not exceed 80 acres plus a maximum tolerance of 10%, and, for a gas well or a horizontal completion shall not exceed 640 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms "oil well" and "gas well" shall have the meanings prescribed by applicable law or the appropriate governmental authority, "as," if no definition is so prescribed, "oil well" means a well with an initial gas-oil ratio of less than 100,00 cubic feet per barrel and "gas well" means a well with an initial gas-oil ratio of 100,00 cubic feet or more per barrel, based on a 24-hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term "horizontal completion" means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling, reworking, operations anywhere on a unit which includes all or any part of the Leased Premises shall be treated as if it were production, drilling, or reworking operations on the Leased Premises, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction, or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record written declaration by describing the revised unit and stating the effective date of revision. To the extent any portion of the Leased Premises is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of the production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests.

5. If at the expiration of the primary term, oil, gas, or other minerals is not being produced on said land, or from the land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall completed a dry hole thereon 60 days prior to the end of the primary term, the lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from said land, or from land pooled therewith. If, after the expiration of the primary term of this lease and after oil, gas and other mineral is produced from said land, or from land pooled therewith, the production thereof should cease

from any cause, this lease shall not terminate if Lessee commences operations for drilling or reworking within 60 days after cessation of such production, but shall remain in force and effect so long as such operations are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter oil, gas, or other mineral is produced from said land, or from land pooled therewith. Any pooled unit designated by Lessee in accordance with the terms hereof, may be dissolved by Lessee by instrument filed for record in the appropriate records of the county which the Leased Premises are situated at any time after the completion of a dry hole or the cessation of production on said unit. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 330 feet of and draining the Leased Premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances. Lessee may at any time execute and deliver to Lessor or place of record a release or releases covering any portion or portions of the above described premises and thereby surrender this lease as to such portion and be relieved of all obligations as to the acreage surrendered.

6. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred (200) feet of any residences or barn now on said land without Lessor's consent.

7. The rights of each party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors, and assigns, but no change in the division or ownership of the land, or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee; and no change or division in such ownership shall be binding on Lessee until thirty (30) days after Lessee shall have been furnished by registered U.S. Mail at Lessee's principal place of business with a certified copy of the recorded instrument or instruments evidencing same. In the event of assignments hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalties hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.

8. The breach by Lessee of any obligation arising hereunder shall not work a forfeiture or termination of this lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. No obligation reasonably to develop the Leased Premises shall arise during the primary term. Lessee shall develop the acreage retained hereunder as a reasonably prudent operator, but in no discharging this obligation it shall in no event be required to drill more than one well per 40 (40) acres of the area retained hereunder and capable of producing oil in paying quantities and one well per 640 acres, plus an acreage tolerance not to exceed 10% of 640 acres of the area retained hereunder and capable of producing gas or other mineral in paying quantities. If after the expiration of the primary term, Lessor considers that operations are not at any time being conducted in compliance with this lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting such breach hereof, and Lessee, if in default, shall sixty days after receipt of such notice in which to commence the compliance with the obligations imposed by virtue of this instrument.

9. Lessor hereby warrants and agrees to defend the title to said land and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon said land, either in whole or in part, and in the event that Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether Lessor's interest is herein specified or not), or no interest therein, then the royalties, and other monies accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by Lessor) shall be paid out of the royalty herein provided. Should any one or more of the parties named above as Lessors fail to execute this lease, it shall nevertheless be binding on the party or parties executing same.

10. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting, drilling, or reworking operations thereon or from producing any oil, gas or other minerals therefrom by reason of scarcity of or inability to obtain or to use equipment or material, or by operation of force majeure, and Federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith and this lease shall be extended while and so long as Lessee is prevented by any such cause from conducting, drilling or

reworking operations on or from producing oil or gas from the Leased Premises; and the time while Lessee is so prevented shall not be counted against Lessee, anything in this lease to the contrary notwithstanding.

11. Notwithstanding anything herein contained to the contrary, if at the expiration of the primary term of this lease, this lease has not been, or is not being extended pursuant to any of its provisions, then Lessee, its successors or assigns shall have the option to extend the primary term of this lease, as to all or any portion of the lands covered hereby, for an additional two (2) year(s) by paying or tendering to Lessor by check the sum of \$1,000.00 multiplied by the net mineral acres subject to this lease as to which Lessee desires to extend this lease. Said payment or tender shall be made on or before the expiration date of the initial primary term and shall be considered to include the prepaid delay rental. If Lessee extends this lease as herein provided, it shall be considered that the primary term is five (5) years.

12. Notwithstanding anything contained herein to the contrary, Lessee does not by virtue of this lease acquire any rights whatsoever to conduct any operations on the surface of the Leased Premises without first obtaining the prior written consent of Lessor, however, Lessee may recover oil, gas, and associated hydrocarbons from the Leased Premises by directional or horizontal drilling, pooling, unitization or any other method provided in this lease.

13. This instrument may be executed in one document signed by all parties or in separate documents which shall be counterparts hereof. If executed in separate counterparts, all such counterparts, when executed by one or more parties, shall constitute but one and the same instrument. The failure of one or more parties to execute this instrument or a counterpart hereof shall not in any manner affect the validity and binding effect of same as to the parties who execute said instrument.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

**LESSOR(S):**

**3201 E. PARK ROW LIMITED PARTNERSHIP,**  
a Texas limited partnership  
11940 Jollyville Road, Suite 330-S  
Austin, TX 78759

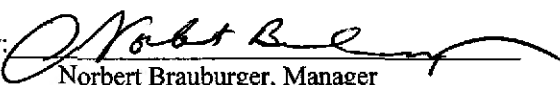
By: 3201 E. Park Row GP, LLC, a Texas limited  
liability company, its General Partner

By: \_\_\_\_\_  
Monte K. Lee-Wen, Manager

**KALLAM PARK ROW, LLC, a Delaware limited**  
liability company  
15 Gallatin Street  
Harrison, MT 59735

By: \_\_\_\_\_  
Mike Kallam, Manager

**BRAUBURGER PARK ROW, LLC, a Delaware**  
limited liability company  
2254 Moore Street, Suite 203  
San Diego, CA 92110

By:   
Norbert Brauburger, Manager

THAI PARK ROW, LLC, a Delaware limited  
liability company  
4025 Uloa Street  
San Francisco, CA 94116

By: \_\_\_\_\_  
Kenneth Thai, Manager

LESSEE:

**MATADOR ENERGY COMPANY, LTD.,**  
a Texas limited partnership

By: James E. Sowell Oil & Gas Company, Inc.,  
a Texas corporation, its general partner

By: Keith Martin  
Keith Martin, Secretary

ACKNOWLEDGMENTS

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ personally appeared Monte K. Lee-Wen, Manager of 3201 E. Park Row GP, LLC, a Texas limited liability company, the General Partner of **3201 E. PARK ROW LIMITED PARTNERSHIP**, a Texas limited partnership, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration expressed in it.

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

*(Remainder of this page intentionally left blank)*

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ personally appeared Mike Kallam, Manager of **KALLAM PARK ROW, LLC**, a Delaware limited liability company, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration expressed in it.

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Notary Public, State of \_\_\_\_\_

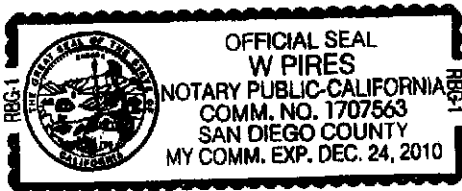
My Commission Expires \_\_\_\_\_

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Before me, the undersigned Notary Public, on the 31<sup>st</sup> day of OCTOBER, 2008 personally appeared Norbert Brauberger, Manager of **BRAUBURGER PARK ROW, LLC**, a Delaware limited liability company, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration expressed in it.

(Seal)



W. Pires  
Signature

W. Pires  
Printed

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ personally appeared Kenneth Thai, Manager of **THAI PARK ROW, LLC**, a Delaware limited liability company, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration expressed in it.

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned Notary Public, on the 5 day of December, 2008, personally appeared Keith Martin, Secretary of James E. Sowell Oil & Gas Company, Inc., a Texas corporation, the General Partner of **MATADOR ENERGY COMPANY, LTD.**, a Texas limited partnership, known to me to be the identical persons whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration expressed in it.

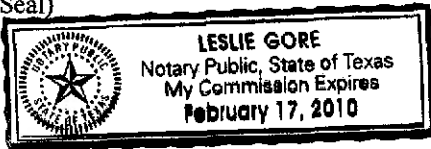
Leslie Gore

Signature

Leslie Gore

Printed

(Seal)



Notary Public, State of Texas

My Commission Expires 2-17-10

#### CONSENT BY LIENHOLDER

The undersigned lienholder(s), as holder(s) of lien(s) on the above-described property, consents to the above oil and gas lease, including the terms and conditions of such lease, and subordinates its/their lien(s) to the rights and interests of the lessee, such that a foreclosure of the lien(s) shall not extinguish the rights and interests of the lessee under said oil and gas lease.

#### NOTEHOLDER:

WELLS FARGO BANK, N.A., as Trustee under the PSA for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-4

By: Bank of America, N.A., as Master Servicer  
Pursuant to the PSA

By: NorthMarq Capital, Inc., as Sub-Servicer pursuant to the SSA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public, on the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ personally appeared \_\_\_\_\_ as \_\_\_\_\_ of NorthMarq Capital, Inc., as Sub-Servicer pursuant to the SSA for Bank of America, N.A., as Master Servicer pursuant to the PSA on behalf of Wells Fargo Bank, N.A., as Trustee under the PSA for the Registered Holders of Banc of America Commercial Mortgage Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-4, known to me to be the identical person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed that instrument for the purposes and consideration expressed in it.

(Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

Notary Public, State of \_\_\_\_\_

My Commission Expires \_\_\_\_\_

*(Remainder of this page intentionally left blank)*



**EXHIBIT A**

**PROPERTY DESCRIPTION**

BEING a tract of land, situated in the Tapley Holland Survey, Patent No. 146, Vol. 12, Abstract No. 750, Tarrant County, Texas, also being all of SITE 27, GREAT SOUTHWEST-SOUTH, GREAT SOUTHWEST INDUSTRIAL DISTRICT, an Addition to the City of Arlington, according to the plat thereof recorded in Volume 388-47, Page 473, Plat Records, Tarrant County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8" iron rod set for corner in the north line of East Park Row Drive (80' public R.O.W.), at the southwest corner of LOT 15, BLOCK 1, DEVTEX BUSINESS PARK, an addition to the cities of Arlington and Grand Prairie, according to the plat thereof recorded in Volume 388-201, Pages 9 & 10, Plat Records, Tarrant County, Texas;

THENCE North 89 degrees 36 minutes 40 seconds West along the said north line of East Park Row Drive, a distance of 520.63 feet to a 1/2 inch iron rod found for corner at the beginning of a curve to the right which has a central angle of 89 degrees 36 minutes 25 seconds, a radius of 25.00 feet, and a chord which bears North 44 degrees 48 minutes 20 seconds West - 35.23 feet;

THENCE along said curve to the right, an arc distance of 39.10 feet to a 1/2 inch iron rod found for corner at the end of said curve in the east line of Timberlake Drive (80' public R.O.W.);

THENCE NORTH along the said east line of Timberlake Drive, a distance of 716.07 feet to a 1/2 inch iron rod found for corner at the southwest corner of LOT 14, BLOCK 1 of said DEVTEX BUSINESS PARK;

THENCE EAST departing the said east line of Timberlake Drive, and along the south line of said LOT 14, a distance of 545.45 feet to a 5/8 inch iron rod set for corner at the northwest corner of said LOT 15;

THENCE SOUTH along the west line of said LOT 15, a distance of 744.60 feet to the POINT OF BEGINNING and containing 405,002 square feet or 9.2976 acres of land, more or less.



MATADOR ENERGY CO  
1601 ELM ST STE 300

DALLAS TX 75201

Submitter: MATADOR ENERGY CO

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 12/19/2008 02:46 PM  
Instrument #: D208461900  
LSE 10 PGS \$48.00

By: \_\_\_\_\_



**D208461900**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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